

<b>INVITATION TO BID</b>		<b>BID DUE DATE AND TIME</b>	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<div style="text-align: center; font-size: 2em; font-weight: bold;">LSU</div>	
<b>SOLICITATION 000000617</b> VENDOR # VENDOR NAME AND ADDRESS <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Ashley E. Terrio, CPPB BUYER PHONE (225)578-2097 ISSUE DATE 04/29/2006	

**TITLE:** SOUTHERN REVIEW PRINTING TERM CONTRACT

### To Be Completed By Bidder

1. \_\_\_\_\_ "No Bid" (sign and return this page only).
2. \_\_\_\_\_ My Company does not wish to receive future solicitations for this commodity code.
3. Specify your Delivery: To be made within \_\_\_\_\_ days after receipt of order.
4. Specify your Payment Terms: \_\_\_\_\_.  
 Prompt payment cash discounts for less than 30 days and less than 1% will be accepted, but will not be considered in determining awards. On indefinite quantity term contracts, cash discounts will be accepted and taken, but will not be considered in determining awards.
5. Specify your Bid Reference Number: \_\_\_\_\_.  
 (This number will appear on any resulting order or contract.)

### General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus/Department at the "Return Bid To" address stated above, until the specified due date and time.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.
3. Read the entire solicitation, including all terms, conditions and specifications.
4. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
6. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.
7. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

BIDDER (Name of Firm)	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE ZIP
PRINTED NAME	PHONE #
TITLE	FAX #
E-MAIL	FEDERAL TAX ID #

LSU IS AN EQUAL OPPORTUNITY/ACCESS UNIVERSITY

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These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

**1. Bid Delivery and Receipt**

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the purchasing office prior to bid opening time. Late bids cannot be accepted per L.A.C. 34:I.517, and shall be returned unopened.

**2. Bid Forms**

Bids are to be submitted on and in accordance with the LSU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

**3. Interpretation of Solicitation/Bidder Inquiries**

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Purchasing Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

**4. Bid Opening**

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Office during normal working hours.

**5. Special Accommodations**

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Purchasing Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

**6. Standards of Quality**

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

**7. New Products/Warranty/Patents**

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

**8. Descriptive Information**

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to

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submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

**9. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

**10. Taxes**

Vendor is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

**11. Terms and Conditions**

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

**12. Vendor Forms/LSU Signature Authority**

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

**13. Awards**

Award will be made to the lowest responsible and responsive bidder. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

**14. Acceptance of Bid**

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order/contract.

**15. Applicable Law**

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**16. Awarded Products/Unauthorized Substitutions**

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

**17. Testing/Rejected Goods**

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing

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if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

**18. Delivery**

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the LSU Department and/or Purchasing Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

**19. Default of Vendor**

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

**20. Vendor Invoices**

Invoices shall reference the LSU purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

**21. Delinquent Payment Penalties**

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**22. Assignment of Contract/Contract Proceeds**

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Purchasing Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**23. Contract Cancellation**

LSU has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

**24. Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

**25. Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**26. Mutual Indemnification**

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

**27. Certification of No Suspension or Debarment**

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at [www.epls.gov](http://www.epls.gov).

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- 01 The University reserves the right to request samples of any product quoted as an equal for evaluation prior to any award. Requested samples are to be furnished and delivered at no cost to the University, and received by the University within 10 days of request. Failure to deliver samples by the requested deadline shall be just cause to reject vendor's bid.
- 02 A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes \_\_\_\_ No \_\_\_\_\_. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes \_\_\_\_ No \_\_\_\_\_. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested: \_\_\_\_\_ Note: This preference is not applicable for services.
- 03 New Fiscal Year Funds: Any orders resulting from this solicitation will be paid with new fiscal year funds, if appropriated by the legislature. Delivery cannot be made prior to July 1 and your bid prices must be firm for acceptance and delivery accordingly.
- 04 Sealed Bid Delivery Instructions and Advisory: To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.

**PRICE SHEET****INVITATION TO BID**

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0001	UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: LSU SOUTHERN REVIEW Editor's Office 101A Old Presidents House Baton Rouge, LA 70803  Commodity Code: 966-65 Printing, binding, and mailing of four issues of The Southern Review printed quarterly per attached specs and pricing list.	4.00	LOT	\$ _____	\$ _____

**LSU TERM CONTRACT – SPECIAL CONDITIONS**

These special conditions shall apply to LSU Term Contracts, in addition to all Standard Terms and Conditions above.

A "Term Contract" is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

**1. Scope of Contract**

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning 7/1/2006 and ending 6/30/2007, in accordance with all specifications, terms, and conditions.

**2. Initial Contract Period**

LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

**3. Contract Renewals/Extensions**

At the option of LSU and acceptance by the Vendor, this contract may be renewed for 2 additional 12 month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed thirty-six (36) months.

**4. Estimated Quantities**

It is understood that LSU shall not be held responsible for purchasing any specified amount. Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs. Where usage is not available, a quantity of one (1) indicates a lack of history on this item. The successful Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

**5. Firm Pricing**

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

*LSU is a member of the National Association of Educational Buyers (NAEB) and the E & I Cooperative Purchasing Service.*

**6. Insurance Requirements**

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, successful bidder shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

**7. Vendor Parking on the LSU Campus – Permits & Gate Passes**

Vendors and contractors needing access to reserved, gated "C" parking lots for logistics in performing business with LSU must apply for gate passes through the LSU Office of Parking, Traffic and Transportation (PTT). Visit the LSU/PTT website at [www.lsu.edu/parking](http://www.lsu.edu/parking) and the 'Permits' webpage for details.

Vendor requests are considered and granted by PTT, subject to an annual fee and qualifying criteria. Vendors not qualifying for gate passes may be granted general permits for street parking. All vendors are responsible for adhering to LSU Parking Rules and Regulations – see the PTT "Information" webpage. Direct any questions to PTT at 225-578-5000 or visit their office located in the Public Safety Building on South Stadium Road.

**8. Vendor Non-Performance**

Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

**9. Contract Amendments**

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LSU Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Purchasing and issuance of a formal LSU Contract Amendment. The Vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

#### **10. Price Reductions**

Whenever price reductions are made by the Vendor/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Vendor shall give prompt written notice to LSU Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors found to have knowingly and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

#### **11. Product Substitutions**

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Vendor's expense, and non-payment.

By submitting a bid, Vendors are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Vendors are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Vendor's own elective change to another supplier may be disapproved at the sole discretion of LSU Purchasing.

Departments are not authorized to approve or accept product substitutions without Purchasing approval. Vendors who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

#### **12. Right to Add Department Users**

Where this solicitation may name one department as the primary contract user, the University reserves the right to authorize additional departments to use the contract as their needs arise; and Vendor shall honor all such purchase/release orders.

#### **13. Non-Exclusivity**

This agreement is non-exclusive and shall not in any way preclude LSU from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

#### **14. Contract Usage Report**

The Vendor shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

#### **15. Contract Evaluation**

LSU Purchasing welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Vendor's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Vendor performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Vendor.

The following forms are tools for evaluating our contracts and Vendor performance, and may be accessed at our website ([www.fas.lsu.edu/purchasing](http://www.fas.lsu.edu/purchasing)) under Forms/General:

- PUR512 Contract Suggestions
- PUR514 Contract Performance Evaluation
- PUR515 Deficiency/Complaint Report

#### **16. Termination for Non-Appropriation of Funds**

*The following condition shall apply to any contract covering multiple fiscal years:*

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

**BID SPECIFICATIONS**  
**Printing, Binding and Mailing *The Southern Review***  
**Published Quarterly at Louisiana State University**

These specifications are for printing, perfect binding, and mailing a paperbound journal that contains text and illustrative material, and a 4-color process 8-page insert; plus, printing, laminating, and applying a 4-color process cover.

1. In the event of cancellation of contract, the successful bidder shall not be relieved of any liability he may have incurred by reason of a breach of this agreement or any of the terms thereof, or from reimbursement to Louisiana State University for any loss or expense occasioned thereby.

Moreover, *The Southern Review* may withhold authorization of payment to the successful bidder for all work done by him until the damage to *The Southern Review* shall be ascertained, and Louisiana State University may enter into a contract for the balance of the uncompleted term of the contract so annulled or abrogated.

2. Each bidder shall, if requested, submit two samples of work recently done in his plant of the type referred to in this proposal (at bidders expense). If requested, samples must be received within 10 working days of written request. References from previous customers shall be furnished upon request. No part of the work specified herein shall be transferred to another concern without written permission of *The Southern Review*.

Each bidder shall, if requested, furnish a statement of the capacity of his plant to do the work, drawn up in such form as the University may require. Bids of printers who do not furnish such statements on request may be rejected.

3. If mailing is to be subcontracted, it shall be so stated in bid and subject to approval of *The Southern Review*. In the event mailing is to be subcontracted, bidder shall provide information regarding the name of the subcontractor, the specific tasks to be performed by the subcontractor, and **any service costs charged by the subcontractor for tasks rendered.**
4. An electronic subscription list will be kept by *The Southern Review* and no less than three Microsoft Excel files and/or merge files (text tab delimited) will be sent to the contractor. These three files are to include single copy orders, foreign and domestic; multiple copy shipments, foreign and domestic; and a list of domestic and foreign single copy shipments provided by the LSU Library. The successful bidder shall merge the two single copy files.
5. The successful bidder, in the absence of agreement to the contrary, is liable to *The Southern Review* for loss by fire of type, printed sheets, books, etc., until the contract is completed and work is delivered.
6. All billing shall be in accordance with instructions from the University. All invoices shall be submitted to *The Southern Review* office for approval within two weeks after delivery of this job. Invoice shall show itemization of charges for corrections and changes.
7. *The Southern Review* reserves the right to request a quotation of any work necessary for the completion of the job not specified in this contract.
8. All work is to be done in a first-class manner. Printing and binding are to meet the best standards of printing. Printing sheets are to be free of defects. Ink is to be distributed evenly. High quality ink is to be used.
9. It is understood that prices quoted on the bid sheet are to include the price of paper.

10. *The Southern Review* is a quarterly publication of Louisiana State University, published in January, April, July, and October. It is desired that the issues covered under this contract be ready for distribution during the second week of the months stated above. The 15th of July, October, January, and April will be considered the final delivery date if the time schedule for returning proofs is met by *The Southern Review*.
11. Any delays or miscarriages in delivery are at the printers risk and do not relieve him of any obligation assumed under this contract. The printer agrees to pay all costs of mailing to *The Southern Review* and the full cost of delivering all goods called for by this contract.
12. Overruns and Underruns § Under ordinary conditions, the University shall approve an underrun or overrun not to exceed 10% for a printing up to 50,000.

### **Description**

These specifications are for printing and binding a perfect bound journal that contains text and illustrative material, and a 4-color process 8-page insert; plus, printing, laminating, and applying a 4-color process cover.

#### **I. Printing and Binding Journal Specifications (text and 4-color insert)**

- Trim: 6.75 x 10 inches (vertical)
- Pages: 224 as 32s; plus cost of additional 8, 16, 32  
+ 8 page 4-color insert
- Quantity: 2,500; plus optional additional 100s
- Copy: For text, we will submit PDF files that contain both text and halftones.  
For insert, we will submit application files (InDesign CS) with all fonts and graphics at high-resolution in place.
- Paper: Text: 55 lb. Glatfelter regular B16 360 ppi (no substitutions)  
Insert: 80 lb. Opus dull text (no substitutions)
- Printing: Text: Black only throughout, page i has bleeds on gutter and outside edge  
Insert: 4-color process, no bleeds
- Proofs: We will check one complete set of trimmed, folded and gathered blues of the text and one complete set of high-resolution color proofs of the insert for approval before printing. We will check one complete set of confirming folded and gathered sheets.
- Binding: Book is to be folded, gathered, and perfect bound, with covers scored and drawn on, trimmed flush. Trimming is to be done in a manner which will allow spine to be smooth. Crushed spine will not be acceptable.
- Alternate: Plus/minus for duotones (Black + 1 PMS) instead of 4-color process.

## II. Cover specifications

- Copy: Application files (InDesign CS) will be provided with all fonts and high-resolution graphics in place.
- Paper: 10-point coated one side
- Printing: Cover 1, Spine, and Cover 4: 4-color process full bleed  
Optional printing on Covers 2 or 3: Black ink only
- Coating: Matte lay flat film lamination
- Proofs: Color matchprint proof for approval; printing is not to begin until color proof has been approved.
- Quantity: 2,500, plus additional needed for spoilage; plus optional additional 100s
- Alternate: Plus/minus for duotones (Black + 1 PMS) instead of 4-color process.

## III. Additional Charges for Corrections

After bluelines have been reviewed, a correction might be necessary. In such a case, the University would provide a new pdf file (text) of the corrected page(s) or a new application file (insert and cover) with color corrected image. Please quote on these additional charges plus the cost of new blueline or matchprint proofs.

## IV. Subscription Envelopes

Each issue shall include subscription envelopes that are to be inserted into each copy of the journal. These envelopes shall either be furnished by *The Southern Review*, or shall be supplied to the printer in electronic form for printing. Please quote separately for inserting the envelopes into the journal and for the printing of 2,500 remittance envelopes, plus additional 100s, double-sided in black ink only.

## V. Schedule

Paperbound journals are required to ship 15 working days after receipt of approval of all proofs. *The Southern Review* shall hold bluelines for one day, and F&Gs are for confirmation only. **Schedule is an important part of the bid and will be a consideration in awarding the contract.**

## VI. Packaging (Advances and Mailing of Journals)

Send no less than 6 completed advance copies of the issue, to arrive at the office of *The Southern Review* before distribution to subscribers.

Successful bidder shall be responsible for handling, packaging, applying addresses, and mailing all copies of each issue in accordance with postal regulations currently in effect. Poly bag mailers, or an acceptable substitute, shall be furnished by successful bidder with return address and printed postal legend. **If a substitution is to be used instead of poly bag mailers, send sample with bid for approval.** Multiple copy subscriptions shall be suitably packaged for maximum protection for both domestic and foreign shipment, all in accordance with current postal requirements and regulations concerning weight, size, tying, and labeling.

## VII. Postage and Freight

Successful bidder shall complete all necessary postal forms. Successful bidder is to deal directly with the post office for *The Southern Review*. Printers shall pay postage for *The Southern Review* to post office at current U.S. Postal Service periodical class rates and shall be reimbursed by *The Southern Review*. Copies

of all postal forms shall be mailed to *The Southern Review* immediately after execution and acceptance by the post office. Approximately 10% of the mailing is foreign.

Any copies not mailed out or shipped in bulk by contractor shall be shipped to *The Southern Review* office. Freight charges to the office shall be paid by the successful bidder and charged to *The Southern Review* at actual cost. Proof of payment or bills of lading shall be furnished upon request.

# **I. Prepress, Printing, and Binding Journal**

Prepress, Blues, Plates for 224 pages: \_\_\_\_\_

Prepress, Blues, Plates for additional pages: +8 \_\_\_\_\_ +16 \_\_\_\_\_ +32 \_\_\_\_\_

Printing and Binding for 224 pages: 2,500 \_\_\_\_\_ add™100s \_\_\_\_\_

Printing and Binding for additional pages:

+8 pages 2,500 \_\_\_\_\_ add™100s \_\_\_\_\_

+16 pages 2,500 \_\_\_\_\_ add™100s \_\_\_\_\_

+32 pages 2,500 \_\_\_\_\_ add™100s \_\_\_\_\_

Paper Specs: 55 lb. Glatfelter natural 360 ppi and 80 lb. Opus dull text (no substitutions)

\_\_\_\_\_ Yes, we will use the above specified paper.

Prepress, Blues, Plates for 8-page 4-color process insert: \_\_\_\_\_

Printing and Binding for 8 insert pages: 2,500 \_\_\_\_\_ add™100s \_\_\_\_\_

Alternate: +/- for duotones (2-c) instead of 4-c process: \_\_\_\_\_

Printing and binding duotones: 2,500 \_\_\_\_\_ add™100s \_\_\_\_\_

**II. Cover** 2,500 \_\_\_\_\_ additional 100s \_\_\_\_\_

Price additional for printing on Covers 2 or 3 (black ink only) \_\_\_\_\_

Alternate: +/- for duotones (2-c) instead of 4-c process 2,500 \_\_\_\_\_ additional 100s \_\_\_\_\_

## **III. Additional Charges for Corrections**

Corrected pdf file (per page) at digital proof stage @ \_\_\_\_\_/each

Corrected insert application file (per page) at digital proof stage @ \_\_\_\_\_/each

Corrected cover application file at digital proof stage @ \_\_\_\_\_/each

New proof of corrected pages in text @ \_\_\_\_\_/each

New matchprint of cover @ \_\_\_\_\_/each

New matchprint of insert (per page) @ \_\_\_\_\_/each

**IV. Envelopes** Printing 2,500 \_\_\_\_\_ additional 100s \_\_\_\_\_

Inserting 2,500 \_\_\_\_\_ additional 100s \_\_\_\_\_

**V. Schedule** Bids to be awarded within 48 hours of bid opening.

\_\_\_\_\_ Yes, I can meet the 15 working days after proof approval.

\_\_\_\_\_ No, I cannot meet the schedule.

\_\_\_\_\_  
Signature (only required if checking yes)

\_\_\_\_\_  
Date

**VI. Packaging** Prices should include inserting, sealing (including wrappers, bulking, tying), labeling, and delivering to post office. Average numbers to be mailed by printer:

- \$ \_\_\_\_\_ for each individual copy, domestic (approximately 1400).
- \$ \_\_\_\_\_ for each individual copy, foreign (approximately 190).
- \$ \_\_\_\_\_ for each multiple copy shipment, domestic (approximately 50).
- \$ \_\_\_\_\_ for each multiple copy shipment, foreign (approximately 1).
- \$ \_\_\_\_\_ service charge rendered by mailing subcontractor (if applicable, see number 3, page 1).

**VII. Postage and Freight**

**Postal and Freight charges shall be paid by the successful bidder and charged to *The Southern Review* at actual cost.** Prices shall include number of drop shipments included at no charge and any handling fees associated with extra drop shipments.

- \_\_\_\_\_ number of drop shipments included at no charge
- \$ \_\_\_\_\_ handling fee for each separate truck
- \$ \_\_\_\_\_ handling fee for each full carton
- \$ \_\_\_\_\_ handling fee for each broken carton

(Submit in Duplicate)

**BID SHEET**  
**Printing, Binding and Mailing *The Southern Review*: 2006CE007**

**The following sample journals are for the awarding of the bid only:**

**SAMPLE JOURNAL #1**

Trim: 6.75 x 10 inches (vertical)  
 232 pages (224 pages text black ink only + 8 page 4-color insert)  
 Quantity: 2,500 perfect bound  
 Paper: Text: 55 lb. Glatfelter natural 360 ppi (no substitutions)  
 Insert: 80 lb. Opus dull text (no substitutions)  
 Copy: PDF file for text; InDesign CS file for insert and cover  
 Proof: Complete bluelines for text; Matchprints for insert and cover  
 Covers: 2,500 quantity on 10 pt. C1S  
 4-color process (cover 1, spine, and cover 4)  
 Black ink only (cover 3)

Prep, negs, blues, plates (text)	_____
Printing and binding (text)	_____
Prep, negs, blues, plates (insert)	_____
Printing and binding (insert)	_____
Covers (cover 1, spine, cover 4)	_____
(cover 3)	_____
Printing & inserting envelopes	_____
Packaging, labeling and delivering to Post Office	_____
<b>TOTAL</b>	_____

Sample journals, continued:

SAMPLE JOURNAL #2

Trim: 6.75 x 10 inches (vertical)  
 232 pages (224 pages text black ink only + 8 page duotone [Black + 1 PMS] insert)  
 Quantity: 2,500 perfect bound  
 Paper: Text: 55 lb. Glatfelter natural (no substitutions)  
 Insert: 80 lb. Opus dull text  
 Copy: PDF file for text; InDesign CS file for insert  
 Proof: Complete bluelines for text; Matchprints for insert  
 Covers: 2,500 quantity on 10 pt. C1S  
 Duotones (Black + 1 PMS) (cover 1, spine, and cover 4)  
 Black ink only (cover 3)

Prepress, blues, plates (text)	_____
Printing and binding (text)	_____
Prepress, matchprint, plates (insert)	_____
Printing and binding (insert)	_____
Covers (cover 1, spine, cover 4)	_____
(cover 3)	_____
Printing & inserting envelopes	_____
Packaging, labeling and delivering to Post Office	_____
TOTAL	_____

**BOARD OF SUPERVISORS  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL & MECHANICAL COLLEGE  
Purchasing Office, 213 Thomas Boyd Hall  
Baton Rouge, LA 70803-3001**

**INSURANCE REQUIREMENTS**

**WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability Insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability Insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

**COMMERCIAL GENERAL LIABILITY INSURANCE:** Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Underground (XCU) Coverage.

**BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.